

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					149	
2. AMENDMENT/MODIFICATION NO. 0002			3. EFFECTIVE DATE September 11, 2003		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY U.S. Army Engineer District, Kansas City 757 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896			7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)			(X)		9A. AMENDMENT OF SOLICITATION NO. DACW41-03-R-0068	
			X		9B. DATED (SEE ITEM 11) July 21, 2003	
			X		10A. MODIFICATION OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
XXX The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, _xxxx_ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _1_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor [] is not, [] is requested to sign this document and return __ copy to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
PRE-PLACED REMEDIAL ACTION CONTRACT (PRAC) – DACW41-03-R-0068 See attached.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		

Amendment 0002
DACW41-03-R-0068 Pre-Placed Remedial Action Contract (PRAC)

1. The proposal submission date remains unchanged at 29 September 2003, 1500 hours CST (3:00PM).
2. Questions and Answers #1 and #2 are posted on the Corps of Engineers – Kansas City website www.nwk.usace.army.mil. Changes resulting from Questions and Answers documents are made in the respective sections of the solicitation (identified in the solicitation documents at the beginning and end of the change by **0002**) as follows:
3. Section A, Caution Page:
 - (a) Item 5; Delete. PROPOSAL GUARANTEE.
 - (b) Item 13; Revise in its entirety as follows: BID GUARANTEE/BID BOND: If a firm chooses to submit a Bid Bond as a form of bid guarantee, the bid bond (Standard Form 24 Rev 10-98) must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity. Sufficient bid guarantee in proper form must be furnished with your proposal – see FAR 28.101 and Section I, FAR Provision 52.228-1, Bid Guarantee, for types of acceptable guarantees. The bid guarantee calculation shall be based on the Joint Total Acquisition Value of \$600,000,000. Therefore, based on FAR Provision 52.228-1, the offeror shall provide a bid guarantee in the amount of \$3,000,000 or 20%, whichever is less. Failure to provide a form of acceptable bid guarantee may require rejection of the proposal. See Section L, paragraph L.11.
 - (c) Item 14; Add the following paragraph: MINIMUM PROPOSAL ACCEPTANCE PERIOD: See minimum proposal acceptance period in Section L, paragraph L.13. Failure to allowing less than the Government's minimum acceptance period may require rejection of the proposal.
4. Section C:
 - (a) Section C; paragraph 1.4.1.2, 1st sentence – change to read “dated 30 April 1998”.
5. Section L:
 - (a) L.11 – Add the following paragraph: Minimum Proposal Acceptance Period – See SF33, Block 12. The Government requires a minimum acceptance period of 365 calendar days from date of proposal submission. Bidders may specify a longer acceptance period than the Government's minimum requirement on the Standard Form 33, Block 12. However, Block 12 of the SF 33 must not state a period of time less than 365 calendar days. The offeror shall ensure validity of the bid guarantee for the entire proposal acceptance period or until contract award, whichever is earlier. "Acceptance period" means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals. A proposal failing to provide a bid guarantee or allowing less than the Government's minimum acceptance period will be rejected.
 - (b) Change Section L.6, Subfactor 3A, 1st paragraph, 1st sentence, to read, “Safety and Health requirements for task orders awarded under this solicitation are specified in Section C.”
 - (c) Change Section L.6, Subfactor 3B, 1st paragraph, 1st sentence to read, “Chemical Quality Management requirements for task orders awarded under this solicitation are specified in Section C.”
 - (d) Change L.6. Subfactor 1B: 2nd sentence, to read – “Submit the actual organizational charts for the prime and the TEAM”.
 - (e) Section L, 4.a.(1) “Page Limitations”. A bullet will be added under the list of “Page Limitation Exclusions”

that reads:

Past Performance evaluations submitted by clients.

6. Section M:

(a) M.5a should be deleted and replaced with the following paragraph: M.5a. "Subfactors 4A through 4C will be considered with respect to their deviation from the "norm." The "norm" will be established by the cost evaluation team based on current market trends and cost data received from all offerors. Subfactor 4D will be the most important factor."

(b) M.3, Factor 4 is changed to read:

FACTOR 4 – Volume 4: Cost
Subfactor 4A: Overhead Cost Analysis
Subfactor 4B: Average Direct Labor Hourly Rate
Subfactor 4C: Key Personnel Labor Rates
Subfactor 4D: Overall Cost Factor

7. The following FAR Clauses are being amended: Section I, FAR Clause 52.244-2 – add to subparagraph (e): Subcontract consent is required for contractors with approved purchasing systems unless specifically waived by the Contracting Officer in writing.

8. Indices are being added for the full text clauses in Sections I, K and L (see attached).

SECTION A
CAUTION

BEFORE SIGNING AND MAILING THE PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office or visit the Corps of Engineers website.

2. SEALED PROPOSALS: Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received and acknowledged, and the date and time proposals are due.

3. AMENDED PROPOSAL PAGES: If any of the Amendments include amended proposal pages, the amended proposal pages must be used in submitting your proposal.

4. LATE PROPOSALS: Late proposals shall be handled in accordance with FAR Clause 52.215-1(c)(3).

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5. DELETED

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6. MISTAKE IN PROPOSAL: Have you reviewed your proposal cost information for possible errors in calculations or omissions?

7. TELEGRAPHIC MODIFICATIONS: If you modify your proposal by telegram, be sure to allow sufficient time for the telegram to reach the office designated for receipt of proposals prior to the time set for receipt of proposals.

8. FACSIMILE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS: Are only acceptable on a task order basis.

9. SECTION K, Representations and Certifications: Must be completed and submitted with your proposal. See other documentation that is required to be submitted as part of the Cost Volume of the proposal (See Section L, paragraph 9, Additional Information).

10. HAND-DELIVERED PROPOSAL: If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.

11. Offerors should be aware that the terms "Proposer" and "Offeror" are used interchangeably throughout this Specification.

12. Offerors should refer to Sections L and M of this solicitation for information on submission and evaluation of proposals.

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13. BID GUARANTEE/BID BOND: If a firm chooses to submit a Bid Bond as a form of bid guarantee, the bid bond (Standard Form 24 Rev 10-98) must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity. Sufficient bid guarantee in proper form must be furnished with your proposal – see FAR 28.101 and Section I, FAR Provision 52.228-1, Bid Guarantee, for types of acceptable guarantees. The bid guarantee calculation shall be based on the Joint Total Acquisition Value of \$600,000,000. Therefore, based on FAR Provision 52.228-1, the offeror shall provide a bid guarantee in the amount of \$3,000,000 or 20%, whichever is less. Failure to provide a form of acceptable bid guarantee may require rejection of the proposal. See Section L, paragraph L.11.

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14. MINIMUM PROPOSAL ACCEPTANCE PERIOD: See minimum proposal acceptance period in Section L, paragraph L.13. Failure to allowing less than the Government's minimum acceptance period may require rejection of the proposal.

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SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART 1 GENERAL

1.1 CONTRACT AWARD

The Government anticipates the award of up to four (4) preplaced remedial action, indefinite delivery/indefinite quantity type contracts. The four contracts will be awarded under the multiple award concept; see Section B. The Government intends to award four (4) contracts under Solicitation No. DACW41-03-R-0068, but reserves the right to award fewer, pursuant to FAR Part 19.5, to be acquired as Small Business Set-Aside contracts utilizing competitive, formal source selection procedures.

1.2 DESCRIPTION OF WORK

These contracts will provide a capability for hazardous, toxic and radioactive waste (HTRW) remediation projects for both civilian and military agencies of the Federal Government. This contract for environmental response actions and associated investigation, design, and removal activities will include service and construction activities mandated by the Defense Environmental Restoration Program (DERP), Superfund, Formerly Utilized Sites Remedial Action Program (FUSRAP), Department of Homeland Security and the Federal Emergency Management Agency (FEMA), and other environmental and homeland security laws and regulations requiring support activities for military installations, Corps' civil works projects, and work for other agencies. The DERP projects will include Installation Restoration Program (IRP) activities on active Army and Air Force installations and on Formerly Used Defense Sites (FUDS). Other environmental laws and regulations mandating remedial actions include but are not limited to the federal and state versions of the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act (TSCA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), Underground Storage Tank (UST) regulations, and the Corps of Engineers' regulations for Civil Works. The contracts shall not be used for projects covered by the Base Realignment and Closure (BRAC) law.

1.3 SCOPE OF WORK

The contracts to be awarded will require personnel, plant and equipment to respond to numerous requests for environmental support for the U.S. Army Corps of Engineers. It is anticipated that the majority of the work may be conducted within USEPA Region II.

1.4 CONTRACTOR CAPABILITY AND EXPERIENCE

1.4.1 The Contractor selected for this work shall have the capability and experience to perform, or provide, a wide range of services relating to hazardous waste sites, or to support homeland security and defense initiatives including, but not limited to:

1.4.1.1 Establish, maintain, and follow a Safety and Health Program and preparation/implementation of Site Safety and Health Plans as required by EM 385-1-1, 29 CFR 1910.120/29 CFR 1926.65, or other OSHA compliance plans pertinent to the work.

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1.4.1.2 Establish and follow chemistry data quality procedures as described by ER 1110-1-263, CHEMICAL QUALITY DATA MANAGEMENT, dated 30 April 1998. Perform multi-media chemical sampling and analysis for a wide variety of compounds (may include explosives and surety agents).

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1.4.1.3 The Contractor shall be capable of providing innovative technologies, as well as traditional methods of site remediation. Innovative technologies are defined as newly developed technologies (or new applications of existing technologies) that lack complete cost and performance data.

1.4.1.4 Topographic and geophysical surveys

1.4.1.5 UST identification, removal, and remediation.

- 1.4.1.6 Contaminated soil excavation and debris removal activities.
- 1.4.1.7 Construction of and Short Term (maximum of 2 years) Operation and Maintenance (O&M) operations of project facilities including but not limited to:
 - a. Groundwater or leachate collection and treatment systems
 - b. Gas collection and treatment systems
 - c. Groundwater extraction and injection wells
 - d. Bioventing Systems, Soil Vapor Extraction Systems
- 1.4.1.8 PCB, asbestos and lead paint removal and disposal activities.
- 1.4.1.9 Bioremediation of Petroleum Oil Lubricants contaminated soils.
- 1.4.1.10 Soil and rock borings, sampling, testing and other geotechnical analyses.
- 1.4.1.11 Drilling, installation and development of groundwater monitoring wells.
- 1.4.1.12 Hydrogeological testing and data analyses
- 1.4.1.13 Multi-media sampling and sample management for chemical and geotechnical characteristics.
- 1.4.1.14 Work area and perimeter air monitoring, sampling and the related analysis.
- 1.4.1.15 Installation of support facilities (i.e., site project office, decontamination facilities, roads and utilities).
- 1.4.1.16 Traditional and innovative methods for source control and remedial action, such as the following:
 - a. On-site source control/containment
 - b. Excavation
 - c. On-site treatment of contaminated soils, sediments or water
- d. Transportation and treatment and/or disposal to off-site facilities.
- 1.4.1.17 Low level radiological remediation
- 1.4.1.18 Building Construction (residential and commercial)
- 1.4.1.19 Site Restoration (public and private)
- 1.4.1.20 Demolition (residential and commercial)
- 1.4.1.21 Public relations including participation in community education, public involvement or public affairs activities.
- 1.4.1.22 Support for Department of Homeland Security and FEMA initiatives (<http://www.fema.gov/>) for homeland security and defense including implementing measures to reduce vulnerabilities, deterring terrorism and development of capabilities to combat and manage consequences and/or responding to threats or actual terrorist incidents involving weapons of mass destruction (WMD) or other terrorist weapons.
- 1.4.1.23 Planning, design, and construction of active and passive measures required for population, area and infrastructure protection to include security engineering, vulnerability surveys, application of engineering evaluations and/or modifications

of facilities to deter, defend against and mitigate effects of threats, disasters and attacks.

1.5 BACKGROUND INFORMATION

The Contractor will receive from the Contracting Officer necessary back-up data. For example, the Contractor will be provided with the remedial investigation/feasibility study and record of decision, if documentation exists, and plans and specifications, for an individual Task Order. It is the option of the Contracting Officer to require a site inspection with a representative of the Contractor before the negotiation of the Task Order/price.

1.6 DESCRIPTION OF TASK ORDER

The Contracting Officer or his/her authorized representative will provide the Contractor with a Scope of Work for work or service required. The Contractor shall provide the Government with a cost estimate within 14-30 days of the request unless specifically requested sooner, depending on the work/Task Order. The individual task orders will be either firm fixed price, firm fixed price plus incentive fee, or cost plus fixed-, award- or incentive-fee type. Optional tasks to be included in an individual task order shall be proposed by the Contractor in accordance with FAR Clause 52.236-28, DFARS 252.236-7000 and other applicable sections within the contract. The Contractor's proposal shall be supported by necessary documentation such as drawings, calculations, catalog cuts, specifications, and architectural renderings, to indicate that adequate engineering and planning to accomplish the requirement has been done. The Government will review the proposal for completeness and negotiate with the Contractor all optional tasks and performance times. Task Orders will then be issued by the Contracting Officer. The Contractor will not be reimbursed for cost proposal preparation.

1.7 COST REIMBURSEMENT TASK ORDERS

This section outlines Government policies, procedures, practices, and requirements as it relates to cost reimbursement contracting mechanisms.

1.7.1 Contract Management Procedures

It is expected the contractor will have in place standard operating procedures to cover its detailed procedures relating to cost reimbursement contracted work with the Government.

1.7.2 Proposal Requirements

The Government is concerned with the contractor's ability to control and project costs on cost reimbursement orders since much of the risk associated with cost is borne by the Government. Therefore, the successful contractor shall exercise adequate cost control policies and procedures.

1.7.3 General

Cost control is also important because of the multiple funding sources possible under this contract. As such, work will be obligated and directed not only by task order, but by individual project funds. It is imperative that the contractor be capable of estimating, budgeting, accounting, and reporting costs by individual funding source as well as work item. In accordance with FAR 16.104(h), the contractor must be adequate to track costs on cost-reimbursable actions. To the extent practical the Government will attempt to segregate task orders or other work authorizations to a sole funding source for administrative convenience. The Contractor shall make available, upon request, supporting documents and provide for physical inspection or demonstration at the appropriate office, of its accounting system capabilities to support cost reimbursement contract accounting needs.

1.7.4 Management Organization, Responsibilities, and Authorities

The objective of cost reimbursement task orders is to obtain the specified work or service on time at the least possible cost. As such, the contractor must demonstrate a management team and organization capable of performing its own management and subcontract management effectively and efficiently. Managers identified as key personnel must have the relevant experience and education to perform the possible scope of services. The primary Government authority under the contract is the Contracting Officer (CO). Representatives of the Contracting Officer appointed in writing as authorized Contracting Officer's Representative (COR) or Administrative Contracting Officer (ACO) also serve as personnel of authority. Only the CO or ACO may cause an increase in the contract obligation amount or schedule. Technical direction under a cost

reimbursement delivery/task order may also be made by the COR as long as it does not impact cost or schedule.

1.7.5 Mobilization

Mobilization is a non-recurring cost unique to individual work sites for a given task order. Costs for mobilization will be reimbursed, if incurred, after formal execution of the relevant cost reimbursement task order. Mobilization costs prior to formal task orders are not reimbursable. Contractors are encouraged to segregate non-recurring costs such as mobilization when submitting task order proposals.

1.7.6 Management Information System (MIS)

Compliance with Department of Defense Instruction (DODI) 7000.2, Cost Schedule and Control System Criteria is not required; however, the principles of defining and maintaining a performance measurement baseline for comparison against the current estimate at completion and schedule are expected to be incorporated in some fashion in the contractor's MIS. Detailed analysis capability of cost variances for labor, material, equipment, overhead, etc., between the performance measurement baseline and the current estimate at completion is expected. The MIS must be capable of integrating cost and recording progress payments for fixed-price and/or cost reimbursement type subcontracts. The MIS shall include accurate updates of schedule logic, actual dates, and actual budgeting data on the schedule. The MIS shall be capable of simultaneously managing on multiple task orders, the current approved budget and schedule, actual cost and progress incurred, earned value, and projected future budget and schedule data. Key personnel successful experience in using the MIS tools should be demonstrated.

1.7.7 Work Allocation Document (WAD)

1.7.7.1 The Work Allocation Document system may be used to allocate previously obligated contract funds by the Government to the contractor and to further control the obligation or expenditures of funds for identified work. It is a series of numbered documents directly related to the Work Breakdown Structure (WBS) prepared by the contractor, and approved by the CO, ACO, or COR.

1.7.7.2 After task order issuance, the Government may request the contractor to submit WAD budgets in the government-specified WAD system format. This format will include: a) an approved WBS; b) an estimate keyed to the WBS; c) a schedule for the task; and d) a narrative description of the scope of work. The Government will review the submitted WAD/WADs and approve/disapprove as necessary. The budget estimates of costs for the work orders submitted for each WAD shall not exceed the total budget for that order.

1.7.7.3 If a WAD request includes work that is beyond the scope of work/services, a modification is required under the Changes Clause before issuance. When a modification is necessary, the contractor must revise the WAD request to include this work.

1.7.7.4 Once WAD approval has been obtained, the contractor will submit requests to the Government for the release of budget for one or more work orders/work elements within each WAD. No work will be performed until Government approval has been received and the budget is established of the task. The contractor is authorized to expend and/or obligate funds under the order up to the dollar value authorized by the individual WAD. The Government may not reimburse the contractor for costs incurred in excess of WAD allocations. Only allowable, allocable and reasonable costs will be considered for payment.

1.7.7.5 Transfer of funds between WADs due to overruns/underruns will be strictly controlled by the Government. It is possible that WADs could have more than one funding source. If this is the case, the WBS for that WAD will identify and segregate funding sources into separate work elements for tracking and control.

1.7.7.6 The Government will not automatically utilize the WAD process on cost reimbursement task orders. Depending on the size, complexity, dollar value, and duration of a cost reimbursement task order, the Government may elect to control costs while still authorizing the contractor to expend and/or obligate funds up to the full task order estimated cost. In either event, the contractor is expected to utilize its cost control procedures to deliver to the Government at the least possible cost for the duration and work specified.

1.7.7.7 Work Variation Notice (WVN) and Authority To Proceed (ATP) documents may be utilized at the Government's discretion. These documents will be initiated by the contractor, signed by personnel with authority, and submitted to the

USACE Project Manager, and other designated personnel, for review and approval. The formats for these documents are available upon request. These documents are to be used for cost reimbursement task orders.

1.7.8 Procurement and Subcontracting

1.7.8.1 Just as the Government clearly defines its procurement policy, the contractor's procurement policy shall be clearly delineated. The contractor shall utilize procurement and subcontracting procedures consistent with good faith principles and fair dealing. Further, where required, the contractor will employ the principles and requirements of the Federal Acquisition Regulation.

1.7.8.2 The objective of the Government is to select contractors that will raise the standards of subcontract administration while incorporating integrity and peer respect. Adequate staffing to perform subcontract management is required. Detailed contractor procurement procedures and subcontract program plans are critical to the successful implementation of this contract. In accordance with FAR 44.203(a), the Contracting Officer's consent to a subcontract or approval of the contractor's purchasing system does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of costs, unless the consent or approval specifies otherwise.

1.7.9 Technical Changes and Claims

Contract clauses for changes and disputes are included for cost reimbursement task orders. The contractor shall minimize subcontract disputes and effectively and efficiently control and process subcontract changes. Pre-pricing of subcontract changes is preferred, as is a formal system of issuing subcontract changes where obligations are recorded in advance of issuance of drawing changes or task orders issued to the contractor.

1.7.10 Closeout Procedures

All cost reimbursement task orders will require a final audit by the cognizant audit office of the Federal Government. The contractor is expected to demonstrate procedures and processes that facilitate quick subcontract and supplier closeout and resolution of disputes.

1.8 SITE-SPECIFIC SUBMITTALS. Site work shall not commence on a project until the Government, (the Project Manager (PM), Contracting Officer's Representative (COR) or other management personnel has approved all of the site-specific submittals required for each specific Task Order to include Insurance Certificates and Payment and Performance Bonds, if applicable.

1.8.1 Work Plan

A comprehensive Work Plan shall be prepared, as required, to fully describe all aspects of the work to be completed. The Work Plan shall contain but not be limited to the following:

1.8.1.1 Work to be accomplished.

1.8.1.2 Discussion of implementation of the project including the method of operation, type of equipment, personnel required, and other special considerations.

1.8.1.3 Schedule that presents the requirements to complete the required field work and key milestones.

1.8.1.4 Permits, licenses, and certificates, identification number, and locations of the disposal facility, if necessary.

1.8.1.5 Key personnel to be used on the project and their responsibilities.

1.8.1.6 Logs, reports, and record keeping to be utilized, and

1.8.1.7 Plans as listed below, as required.

1.8.2 Health and Safety

Site-specific health and safety submittals including safety practices, procedures, and equipment are required. The Contractor

shall develop a Site Safety and Health Plan (SSHP) for each individual site. The plan shall incorporate the requirements of 29 CFR 1910, Corps of Engineers EM 385-1-1 (Accident Prevention Plan) and ER385-1-92 Appendix B, (Site Safety and Health Plan Requirements). The Health and Safety Manager shall sign and date the SSHP prior to submittal for approval.

1.8.3 Sampling and Analysis

A Contractor prepared sampling and analysis plan in accordance with the requirements of USACE's EM 200-1-3 shall be developed in accordance with the plans and specifications submitted for each project and shall include information described in the paragraph "Project Staff Organization And Responsibilities" in this section.

1.8.4 Contractor Quality Control

A Contractor Quality Control Plan including quality control organization, qualifications of personnel, authority, areas of responsibility, subcontractor quality control, tracking procedures and other necessary information based upon the work in the task order shall be submitted.

1.8.5 Daily Quality Control

Daily quality control reports shall be prepared in accordance with the task order and contract requirements and submitted to government personnel during the construction remediation process.

1.8.6 Technical

Technical submittals are those required and further described in the Statement of Work specifications of each individual Task Order.

1.9 SUBMITTAL PROCEDURES

1.9.1 Submittals are classified as follows:

1.9.1.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." Shop drawings shall be submitted in ample time (no less than 30 days or as defined in the Task Order) to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 shall be used for the transmittal of shop drawings.

1.9.1.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.9.2 Approved Submittals

The Government approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Government, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.9.3 Disapproved Submittals

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. **CAUTION:** The Contractor is cautioned that for each Contractor's resubmittal required beyond the initial submittal and one resubmittal for corrections required by the Contracting

Officer, the Contracting Officer will assess Administrative Deduction in the amount of \$500.00 from the progress payments due the Contractor. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.9.4 Withholding of Payment

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.9.5 Approval of Submittals

The Contractor shall submit submittals for approval, the total number of which will be determined by each Task Order. The mailing address for all submittals will be provided in each task order scope of work.

1.9.6 Deviations

For submittals that include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.9.7 Control of Submittals

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register", ENG FORM 4288-R. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated.

1.9.8 Information Only Submittals

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.9.9 As-Built Drawings.

The Contractor shall maintain two separate sets of red-lined full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work and shall be available for review by Government personnel at all times.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ENVIRONMENTAL REQUIREMENTS

All remedial actions shall be in full compliance with applicable Federal, State and local environmental laws and regulations including but not limited to: pertinent Occupational Safety and Health Administration and Department of Transportation requirements, National Environmental Policy Act, Clean Water Act, Clean Air Act, Endangered Species Act, Toxic Substances Control Act, Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Act, and Comprehensive Environmental Response and Compensation and Liabilities Act as amended by Superfund Amendments and Reauthorization Act. The Contractor shall assure that all activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incidents of releases, spills, or regulation noncompliance noted by the Contractor shall immediately (within 1 hour) be brought to the attention of the Contracting Officer or his representative with written notice provided. The Contractor shall also ensure that the National Response Center is notified as well. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations.

3.2 PERMITS/LICENSES. The Contractor shall meet the substantive and/or administrative requirements of all Environmental Permits, Licenses, and/or Certificates required by each task order. The Professional Corporation and Professional Engineer requirements for the State of New York and other similar requirements within EPA Region II and CENWD are included for all work. Provide the Contracting Officer with copies of all required permits, permit equivalencies, licenses and certificates. All required clearances, such as digging permits, shall be obtained prior to initiation of drilling or excavating operations.

3.3 TRANSPORTATION, STORAGE, TREATMENT AND/OR DISPOSAL OF HAZARDOUS WASTES

The Contractor shall ensure that his personnel and all subcontractors handle, transport, store, treat and/or dispose of all hazardous wastes as required by the applicable laws and regulations. The Contractor shall review all information provided and develop the necessary deliverables which contain the transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential off-site receptors from chemical, physical, and/or biological hazards. The Contractor shall utilize the services of a Regulatory Specialist (see paragraph: REGULATORY SPECIALIST) experienced in hazardous waste manifesting and hazardous waste site operations. If the information that is available is insufficient to allow the Contractor to develop these documents, a description of all additional information required shall be prepared and submitted to the Contracting Officer, prior to the commencement of work.

3.3.1 Transportation, Storage, Treatment and/or Disposal of Hazardous Materials

The Contractor shall ensure the transportation, storage, treatment, and disposal of all hazardous materials complies with all federal, state, and local laws and regulations. The Contractor shall identify and perform any additional analyses necessary to ensure compliance with transportation, storage, treatment, and disposal requirements. Selection of the approved Treatment, Storage, or Disposal Facility (TSDF) shall be based upon cost-effectiveness, compliance status, regulatory agency input and Contracting Officer approval. If the waste is sent for off-site storage or disposal, the Contractor shall provide to the Contracting Officer at a minimum what is listed below.

3.3.1.1 Transportation

Transportation to an approved TSDF shall comply with all appropriate DOT regulations. The Contractor shall judiciously coordinate the transportation of waste so that transporters arrive on schedule. With each Task Order Proposal, the Contractor shall provide the name, location, point-of-contact, EPA identification, verification that the transporter is a licensed Hazardous Waste Transporter in accordance with D.O.T. regulations, and Notice of Violation (N.O.V.) status.

3.3.1.2 Identification of the Disposal Facility

The Contractor shall characterize the waste stream to determine the most cost-effective TSDF facility which is in compliance with federal, state and local laws and regulations. A minimum of three quotes will be submitted with each Proposal for treatment, storage or disposal of each waste stream. For each quote the Contractor shall provide the facility name, location, point of contact, telephone number, unit cost, total cost for treatment, storage or disposal, transportation, taxes and disposal fees. Additionally, the Contractor shall provide in the Proposal a list of all TSDF facilities contacted, regardless if a quote was not received. The list shall state the facility name(s), location, point of contact, telephone number and reason quote was not received. Based on the information received during this process, the Contractor shall provide within the Cost Proposal the name, location, point-of-contact, identification, and N.O.V. status of the selected disposal facility.

3.3.1.3 Shipment Tracking

The Contractor shall notify the CO if shipments to the TSDF are within the required time frames and provide all required reports if receipt has been delayed (i.e. discrepancy reports or exception reports. See paragraphs titled "Discrepancy Reports", and "Exception Reports" for details.) The Government shall not be liable for any delays caused by the selected carrier. Any delays caused by the Disposal Facility (if waste is being disposed of separately under the Government's current waste disposal contracts) shall not exceed the special damages costs that can be recouped by the Government under those contracts.

3.3.1.4 Tracking of Hazardous and/or Solid Wastes

Hazardous and/or solid wastes shall be removed from the site by the Contractor and disposed of at a facility approved by the

CO. The Contractor shall receive written acceptance from the TSDF prior to mobilization for Transportation and Disposal (T&D). The Contractor shall submit and utilize a tracking system acceptable to the CO. In instances where characteristic wastes are deactivated on site or at the TSDF and sent to a Subtitle D facility, the Contractor will follow appropriate notification and certification requirements under 40 CFR 268.9. This information shall be presented in the Final Report covering field activities.

3.3.1.5 Certification

An integral part of the certification procedure is proper identification of listed waste streams. The Contractor is responsible for reviewing generator supplied site documentation and submitting as part of the manifest package the logic relied upon in making the determination. If records or waste history are unavailable, the Contractor shall interview the generator or any available past site workers present when the waste was disposed to ascertain the origin of the waste. If requested by the CO, the Contractor shall draft, for generator signature, a letter to the TSDF certifying that the information listed is based on available historical data.

3.3.2 Complete Manifest Package

The Complete Manifest Package consists of, at a minimum, all hazardous waste manifests, PCB manifests, hazardous material shipping papers, waste profile sheets, the land disposal restriction notification and certification forms, and all other supporting documentation. Supporting documentation shall include waste disposal history, all analytical results, Material Safety Data Sheets available, and any other information received in identifying the proper waste code. The Contractor shall also include as part of the supporting documentation, the specific type of inner and outer packaging, markings, labeling, and placards offered to the transporter. The Contractor shall also comply with the requirements below.

3.3.2.1 Preparation

The Contractor shall have a single Regulatory Specialist (see paragraph titled "Regulatory Specialist") review the complete manifest package and shipping documentation. The Regulatory Specialist shall certify as correct the Hazardous Waste Manifest, Waste Profile Sheets, and Land Disposal Restriction Notification and Certification forms and supporting documentation. Once the review is completed, the Contractor shall submit these documents to the CO for approval.

3.3.2.2 Submittal

The Regulatory Specialist shall submit to the CO a reproducible copy of the Complete Manifest Package for each particular waste stream. The Contractor shall hold the original "Complete Manifest Package" and make corrections based on CO approval (see paragraph titled "Approval") prior to submittal to the generator's representative for signature. Submittals that are disapproved will be returned to the Contractor to be revised. The submittal of the Complete Manifest Package shall be attached to RAPID FORM 4025.

3.3.2.3 Approval

The Contractor shall not transport or ship any wastes prior to CO approval of the Complete Manifest Package. The Government will make every effort to conduct the approval process within five (5) working days after the CO receives the Complete Manifest Package. If the regulators are unavailable or extensive review of federal or state laws or regulations is required, the CO will notify the Contractor as soon as possible. After the review process is completed, the CO shall send to the Contractor the completed RAPID FORM 4025.

3.3.2.4 Designation of Generator

The generator and signer of Hazardous Waste Manifests, Waste Profile Sheets and Land Disposal Restriction Notifications and Certifications shall be identified by the CO as soon as possible. The Contractor shall submit a fully executed and Complete Manifest Package, including final disposition information, covering all solid and hazardous waste disposal under this contract as an appendix in the Final Report covering the field activities, as well as the above information and quantities shipped. The Contractor may sign the manifest "For U.S. Army Corps of Engineers" if required by a specific Task Order.

3.3.2.5 Transportation of the Manifested Waste

The Contractor's on-site personnel overseeing the Transporter prior to shipment of the hazardous waste shall certify that the

packaging, marking, labeling, handling, and placarding of waste complies with federal, state, and local laws and regulations and it correlates with the waste classification and quantities designated on the manifest prior to the signature of the Transporter. The certification shall be submitted to the CO prior to transport and included as part of the Final Report.

3.3.2.6 Generator Status

The Contractor shall determine the contribution to the generator's status at the site, for work performed under this Task Order, based on federal, state, and local laws and regulations. Generator status may include conditionally-exempted small quantity generator, small quantity generator, and generator.

3.3.3 Transportation and Disposal Reporting Requirements

The reporting requirements stated below just pertain to the transportation and disposal of wastes as stated in this subsection.

3.3.3.1 Hazardous Waste Manifest Annual and/or Biennial Reporting Requirements

All information necessary to file the Annual and/or Biennial reports shall be prepared and submitted by the Contractor to the CO for each Task Order to meet all federal or state laws and regulations as a part of the Final Report. These report sections shall contain all the information necessary for the filing of the formal report in the form and format required by the governing federal or state regulatory agency. A cover letter shall accompany the report to include the Contract number; Contractor name; USACE Task Order number and project name; location of project; report type; and date of submittal.

3.3.3.2 Tabulated Waste Handling Information

The Contractor shall list all waste materials going off-site including the description, quantity, destination, purpose, the hazardous waste classification, when the waste was manifested, samples taken, results, transportation plans, disposal facility, etc; if applicable.

3.3.3.3 State Reporting Requirements

The Contractor shall determine the state reporting requirements (i.e. generator state and/or disposal state) and obtain current state reporting forms. A completed draft of all required forms, with applicable attachments, shall be submitted to the CO for approval prior to submission to the federal or state regulator. The state reporting forms shall also be included within the Final Report.

3.3.3.4 Transportation and Disposal Tracking Form

The Contractor shall complete the Transportation and Disposal Tracking Form provided with the Task Order. This form allows the tracking of key T&D milestones throughout the performance of this Task Order. The form lists all waste materials going off-site. When tracking the waste, the Contractor shall identify the date that the transporter accepts the waste by their signature on the manifest.

3.3.3.5 Discrepancy Reports

Discrepancies due to differences between the quantities or types of hazardous waste designated on the manifest or shipping papers, and the quantity or type of hazardous waste a facility actually receives shall be reported to the CO and rectified by the Contractor within 15 days after receiving the waste. This information shall be presented in the Final Report.

3.3.3.6 Exception Reports

The Contractor shall verify if the generator or generator's representative has received a copy of the signed manifest from the TSDF on or before the 35th day after transporter signature. If the generator or generator's representative has failed to receive a signed copy of the manifest by the 44th day, the Contractor shall prepare a draft EPA exception report for CO approval. The Final Exception Report shall be submitted to the CO no later than the 45th day after transporter signature. This information shall also be presented in the Final Report. Prior to official submittal of Exception Report, a draft copy of the report shall be submitted to the CO for review. The Government will make every effort to conduct the approval process within five (5) working days after the CO receives the complete Exception Report.

3.3.3.7 Toxic Substance Control Act PCB Reporting Requirements

If specified in the Task Order, or in the event of discovery of equipment or containers, or any media including soil or water with PCB-contaminated fluid impacted by the work in Task Order, the Contractor shall:

- a. notify the CO immediately and report the findings in writing as soon as possible;
- b. complete and submit all necessary logs and reports in accordance with federal and state laws and regulations;
- c. satisfy all manifest and reporting requirements as specified in paragraphs COMPLETE MANIFEST PACKAGE, and REPORTING REQUIREMENTS above, and as otherwise applicable to the PCB containing material;
- d. arrange for the proper disposal of the waste; and, when disposal is completed, certify that the PCB contaminated material was disposed properly in accordance with all federal, state, and local laws and regulations; and
- e. report all information concerning the incident, and include copies of all related documents in the Final Report.

3.3.3.8 On-Site Personnel

The Contractor shall utilize a trained, experienced on-site person to ensure that all on-site procedures for transportation and disposal of hazardous wastes are implemented and enforced on-site. The on-site person responsible for certification shall be trained as per D.O.T. regulations. The on-site person's qualifications shall be approved by the CO.

3.3.4 Contractor Responsibilities

The Contractor is responsible for total management of their Transportation and Disposal procedures including scheduling, control, and certification of all manifest submittals. An integral part of the certification procedure is proper identification of listed waste streams. The Contractor is responsible for reviewing generator supplied site documentation and submitting as part of the manifest package the logic relied upon in making the determination. If records or waste history are unavailable, the Contractor shall interview the generator or any available past site workers present when the waste was disposed to ascertain the origin of the waste.

If requested by the CO, the Contractor shall draft, for generator signature, a letter to the TSDF certifying that the information listed is based on available historical data.

3.3.5 Government Responsibilities

The Government will review submittals designated for Government approval and approve those that conform to Contract requirements. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the requirements of this contract is responsible for ensuring that the quantities, waste characterizations and classifications, and all other details of the waste on-site matches what is on the manifest prior to signature of the manifest. After submittals have been approved by the CO, no resubmittal for the purpose of changing the manifest's waste classification will be given consideration unless accompanied by justification as to why a change is necessary.

3.3.6 Regulator Notices of Non-Compliance

In the event the Contractor is notified by a federal, state, or local agent that a manifest, shipment, waste disposal, or any related activity concerning a Task Order under this Contract is not in order or not in compliance with any requirement, the Contractor shall notify the CO immediately. The Contractor shall furnish to the Government copies of all notices and all relevant documents, including correspondence, subcontracts, lab reports, memoranda, etc., and any other documents requested by the Government within a timely manner. The Contractor shall coordinate its response to the notice with the CO prior to submission to the notifying authority, and shall furnish a copy to the CO of all documents submitted to the authority, including the final reply to the notice. This coordination will not relieve the contractor of their responsibilities.

3.3.7 Subcontractor Coordination

If the subcontractor, consultant, or agent is retained by the Contractor to perform any of the work required by this section of

the Contract, the subcontract shall include all of this section, with appropriate adjustments for the subcontract, and include the Regulatory Specialist or other authorized employee of the Contractor as the point of contact for the submittals and communications between the subcontractor and the Government. The Contractor shall remain responsible for compliance with this section and all other portions of the Contract and shall sign all certifications required by the Contract.

3.4 RADIOLOGICAL EQUIPMENT

In accordance with Requirement 06.E of EM 385-1-1, entitled Safety and Health Requirements Manual, (the U.S. Army Corps of Engineers safety manual) the Contractor is required to obtain a service permit to use, store, operate or handle a radiation producing device or radioactive materials on a Department of Defense (DOD) Installation. The Contractor shall request that the Contracting Officer obtain the service permit and shall provide all information necessary for the permit application requirements. The Contractor shall allow 45 days for the permit to be obtained. In some areas there are additional State or local permits or approvals which must be obtained and the same procedure shall be followed.

3.5 SAFETY AND HEALTH

3.5.1 General

This subsection describes, in general terms, the minimum Contractor safety, health and emergency response requirements associated with this contract. The Contractor shall have an ongoing Safety and Health Program meeting the requirements of the OSHA standard, 29 CFR 1910.120/29 CFR 1926.65, "Hazardous Waste Operations and Emergency Response". In addition, the Contractor shall prepare, implement, and enforce, for each site, a Site Safety and Health Plan (SSHP) whenever work within the scope of 29 CFR 1910.120/29 CFR 1926.65 is to be performed in a contaminated or potentially contaminated area. For work that does not fall within the scope of 29 CFR 1910.120/29 CFR 1926.65 (such as possible lead abatement or asbestos removal work), the Contractor shall prepare, implement, and enforce an accident prevention plan as required by EM 385-1-1 (Sep 1996) or any required regulatory compliance plan as appropriate for the particular work. The Contractor shall ensure that all safety and health provisions are followed by their subcontractors, suppliers and support personnel.

3.5.2 Site Safety and Health Plan (SSHP)

For each remedial action the Contractor shall prepare a written SSHP that complies with Task Order. At a minimum, the SSHP shall address in the detail required, the topics in APPENDIX B, ER 385-1-92. The SSHP must be signed by the Safety and Health Manager prior to submittal.

3.5.3 Acceptance of SSHP

Acceptance of the Contractor's SSHP by the Government is required prior to start of field activities. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the approved plan shall be implemented without written concurrence by the Contracting Officer. The Government reserves the right to require the Contractor to make changes in his SSHP and operations as necessary to assure the safety and health of all persons on or near the site. As work proceeds, the SSHP shall be adapted to new situations and new conditions. Changes and modifications to the accepted SSHP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Copies of approved changes and modifications to the SSHP shall be distributed to all individual SSHP copy holders. The Contractor shall maintain a distribution system to provide these updates and include a sequential numbering system for the end user to easily identify missing revisions.

3.5.4 Regulations

The Contractor's Safety and Health Program and SSHP's shall comply with and reflect the following applicable regulations and publications:

3.5.4.1 Federal Acquisition Regulation (FAR) CLAUSE Accident Prevention (52.236-13).

3.5.4.2 OSHA Standards - 29 CFR 1910 and 29 CFR 1026 (especially 29 CFR 1026.65, Hazardous Waste Operations and Emergency Response).

3.5.4.3 USACE Safety and Health Requirements Manual, EM 385-1-1 (Sep 1996).

3.5.4.4 USACE Health and Safety Documents for HTRW, EM 385-1-92 (March 1994).

3.5.4.5 USACE, Radiological Safety, ER 385-1-00 (May 1997).

3.5.4.6 NIOSH/OSHA/USCG/EPA Document, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, 2 October 1985, DHHS #85-115.

3.5.4.7 Other relevant Federal, State and local regulations.

3.5.5 Responsibility

The overall responsibility for the development, implementation and continued enforcement of the Contractor's Safety and Health Program and Site Safety and Health Plans (SSHP) lies with the Contractor.

3.5.5.1 Safety and Health Manager

The Contractor shall utilize the services of an experienced Safety and Health Manager (SHM) as described in paragraph: "Contractor Personnel and Qualifications" below to implement and oversee the Safety and Health Program and to develop, implement and sign all SSHP's. Any changes to the established Safety and Health Program or SSHP's shall be at the direction and approval of the SHM, with concurrence of the Contracting Officer. The SHM will not necessarily be required to be on-site during remedial activities, but shall be readily available for consultation when required.

3.5.5.2 Site Safety and Health Officer

In addition, the Contractor shall utilize a trained, experienced Site Safety and Health Officer (SSHO) as described in paragraph: "Contractor Personnel and Qualifications" of this section to assist and represent the SHM in the continued implementation and enforcement of the approved SSHP's. A SSHO shall be assigned to each site during work activities on a full-time basis and shall be either a Contractor employee or a subcontractor who reports to the Contractor and the SHM in matters pertaining to site safety and health. The SSHO shall have the on-site responsibility and authority to modify and/or halt work, or remove personnel from the site if working conditions which may affect on-site/off-site safety and health change. The SSHO shall be the main contact for any on-site emergency situation. Except in an emergency, the SSHO may modify the approved SSHP only after consultation and concurrence of the SHM and the Contracting Officer.

3.5.5.3 Certified Health Physicist

The services of a health physicist certified by the American Board of Health Physics shall be utilized when working on sites where radiation is a hazard of concern. The CHP shall be responsible for preparing the radiation protection section of the SSHP and signing the plan along with the safety and health manager.

3.6 CHEMICAL QUALITY MANAGEMENT

This section identifies the chemical expertise needed, laboratory (lab) support needed, project staff organization chart, and the submittals that are required to document the Contractor's understanding of the chemistry related details of the cleanup and his approach to quality control of chemical measurements. In general, chemical QA/QC requirements are as presented in ER 1110-1-263 dated 1 October 1990 and EM 200-1-3.

3.6.1 Chemical Expertise

3.6.1.1 The chemical quality control coordinator (CQCC), shall have a degree in chemistry or a related field with a minimum of 16 semester hours in chemistry and 2 years experience in chemical contamination cleanup work. The CQCC shall be responsible for the QC of sampling, sample handling including sample custody, field testing, coordinating the QC of the laboratory and assuring the required submittals are on time and of high quality.

3.6.1.2 The CQCC shall have formal access to other chemistry professionals either employed by the Contractor(s) or a subcontractor. These chemistry professionals may be situated in a commercial lab.

3.6.1.3 The CQCC shall be shown on the organizational chart to report to a responsible company senior officer.

3.6.2 Laboratory Support Services

Field testing capability, field laboratory capability and a stationary lab, shall be used either in combination or individually depending on the circumstances of the cleanup project. The Contractor's laboratory proposal shall include details describing chemical measuring capabilities related to supporting the cleanup of various types of chemical cleanup projects.

3.6.2.1 Field Testing Capability

Field testing capability shall include at a minimum the standards, equipment and knowledge to use photo ionizing detectors, flame ionizing instruments, combustible gas/oxygen meters, ionizing radiation meters, and pH and conductivity meters. Other fields testing devices shall be readily available for rent and use for project specific needs.

3.6.2.2 In-House or Subcontracted Field Lab

Arrangements to use an in-house or subcontracted field lab along with access to trained chemists, standards, procedural testing references, instruments and other furniture and apparatus shall be described in the proposal. At a minimum, access to a field lab with the capability of gas chromatography, atomic absorption spectrophotometry and gravimetric and volumetric analysis is required. Various support equipment for the above instrumentation as well as sample preparation and storing shall also be needed. Before sampling on a specific cleanup project can begin, both on-site and off-site laboratories shall be approved by the government (USACE HTRW MCX). This will include analysis of matrix and analyte specific performance audit samples and a possible lab inspection prior to start-up.

3.6.2.3 Capabilities

The capabilities of the in-house or subcontracted stationary lab shall include the whole range of environmental analyses of air, water, soil and materials using standard methods. This shall include approved EPA methods and CDC protocols.

3.6.2.4 Analytical Methods

Analytical methods used shall be approved by Environmental Protection Agency (EPA) standard methods, unless technically impractical. Methods shall include, but shall not be limited to, those described in EPA SW-846 (Third Edition), EPA 600/4-79-020, and EPA 600/4-82-057. Methods described in the EPA Contract Laboratory Program Statement of Work for organic and inorganic compounds will be acceptable. If the laboratory is to analyze air samples by the OSHA methods, then the laboratory shall be successfully participating in a NIOSH PAT PROGRAM or be AIHA accredited. The approval process may include an analysis of an audit sample(s), an on-site lab inspection and approval of Lab's Quality Management Plan (LQMP). Field labs are subjected to the same criteria for approval.

3.7 ENGINEERING REQUIREMENTS

The engineering requirements related to the remedial action will be described in detail in each individual Task Order. The Contractor shall perform all necessary field work and analyses to address the appropriate engineering requirements. Engineering work performed should be under the authority of a properly licensed engineer. Furthermore, engineering support to be performed incidental to construction/remediation will depend on the requirements of the individual Task Order. If required, the Contractor shall outline a complete Quality Control Plan in order to implement quality control testing for construction of project's engineering features. The Contractor shall specify and perform any and all necessary engineering quality control testing, at required frequencies, deemed necessary in order to adequately control and monitor construction/remediation.

3.8 SECURITY

The Contractor shall provide site security (e.g., fencing and/or guard service) as required by each individual Task Order. However, at a minimum the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area. Work on or near roadways shall be carefully marked with lights and barricades meeting State and local regulations or, where such regulations are not applicable, deemed adequate to minimize the risk of an accident. Open excavations that pose a danger to site personnel or others shall be fenced to prevent accidental entry. Side slopes of excavations shall be shored or left at a safe angle of repose as defined by OSHA 1926.650-652 and EM 385-1-1, Section 25. All equipment, when not in operation, shall be left in a safe manner (e.g.,

wheels blocked and buckets on the ground). Near residential areas where there may be children special consideration shall be given to site security/safety needs. When work is performed at a military installation the Contractor shall comply with all security requirements of that installation. Delays in gaining access to a facility shall not be a valid basis for delay charges.

3.9 PROJECT STAFF ORGANIZATION AND RESPONSIBILITIES

The project organization including assigned individuals for the Contractor and any subcontractors shall be clearly described together with a discussion of corresponding quality control responsibilities. The project organization shall address the Contractor-subcontractor interactions. Subcontractors shall not be replaced without prior approval of the Contracting Officer.

3.9.1 List of Key Individuals

A list of assigned key individuals shall be compiled including related qualifications (experience/education) regarding projects involving hazardous waste.

3.9.2 Contractor's CQCC

The Contractor's CQCC shall report to a responsible company senior officer. The Contractor's project production management and quality control chain-of-command shall be mutually exclusive.

3.10 CONTRACTOR PERSONNEL AND QUALIFICATIONS

The requirements for on-site and off-site personnel will differ for each Task Order and shall be specifically identified in the Scope of Services negotiated for the Task Order. However, the following list of qualifications generally reflect the personnel requirements associated with these types of activities. In regards to specific Task Order key personnel, such as Project Manager, SSHO, etc., the Contractor shall not replace these key personnel without the prior approval of the Contracting Officer.

3.10.1 Program Manager

The Program Manager shall be responsible for the overall management of the contract including cost, schedule and technical quality. The Program Manager shall be competent, experienced and knowledgeable in the field of hazardous and toxic waste cleanup and the specific activities identified in this contract. The Program Manager will be the primary Contractor contact before Task Order issuance. The Contractor shall identify the Program Manager before issuance of the Task Order and the Program Manager qualifications, experience and performance must be satisfactory to the Contracting Officer. The Program Manager shall have, as a minimum, the following qualifications:

3.10.1.1 A college degree from an accredited school in engineering, construction management, geology, chemistry, or a related field;

3.10.1.2 Professional registration, in their respective field, where applicable or available;

3.10.1.3 A minimum of five (5) years experience with comparable work;

3.10.1.4 A minimum of two (2) years cost reimbursable contracting experience (additional experience is preferable) with a United States Federal Agency.

3.10.1.5 Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the region specified in this solicitation.

3.10.2 Project Manager

For each Task Order issued to the Contractor, the Contractor shall designate a Project Manager (PM). The Program Manager may act as Project Manager, with approval of USACE, if execution is sufficiently limited. The Project Manager shall be the primary Contractor contact for a particular Task Order and shall be responsible for the management and execution of the Task Order in accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. The Project Manager shall ensure coordination between the Safety and Health Manager and the Site Safety and Health Officer to ensure that all site activities are performed in a safe manner. The Project Manager shall have, as a minimum,

the following qualifications:

3.10.2.1 A college degree from an accredited school in engineering, construction management, geology, chemistry, or a related field;

3.10.2.2 A minimum of five (5) years Project Management experience, with a minimum of three (3) years experience on HTRW cleanup;

3.10.2.3 A minimum of one (1) cost reimbursable contracting project (additional experience is preferable) for a United States Federal Agency, where they were the Project Manager for any Task Orders that will be cost reimbursable;

3.10.2.4 Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the regions specified in this solicitation.

3.10.3 Site Safety and Health Officer (SSHO)

The Contractor shall utilize a trained, experienced SSHO to ensure that all elements of the approved SSHP are implemented and enforced on-site. The SSHO shall have the authority to stop work if unacceptable health or safety conditions exist. The minimum qualifications of the SSHO shall include:

3.10.3.1. A minimum of two (2) years working experience at hazardous waste sites, in the hazardous waste disposal industry, at underground storage tank removal projects, or in the chemical industry where Level C and Level B personal protective equipment was required.

3.10.3.2 Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

3.10.3.3 Certification as having completed training in First Aid and CPR by a recognized organization such as the American Red Cross.

3.10.3.4 Working knowledge of applicable Federal and State occupational safety and health regulations.

3.10.4 Contractor Quality Control (CQC) System Manager

For each Task Order issued, the Contractor shall designate a CQC System Manager. The CQC System Manager shall be responsible for overall management of the CQC and have the authority to act in all matters for the Contractor. The CQC System Manager is responsible to insure compliance with the requirements identified in the Scope of Service, and the Contractor Quality Control Plan. This person, or his designated representative, shall be physically present at the project site whenever work is in progress. The minimum qualifications of the CQC System Manager shall include:

3.10.4.1 A college degree from an accredited school in engineering, construction management, geology, chemistry, or a related field; with a minimum of four (4) years environmental engineering experience; or an experienced construction person with a minimum of six (6) years experience in related work. The CQC System Manager shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology.

3.10.4.2 Nine (9) semester hours, twelve (12) continuing education units (or combination thereof) education in an area relevant to HTRW remediation; and two years experience in remedial action areas.

3.10.4.3 Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

3.10.4.4 Formal education and training in field sampling HTRW sites.

3.10.5 Safety and Health Manager

As required by the individual Task Order, the Contractor shall utilize the services of an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH) or a Safety Professional certified by the Board of Certified Safety Professionals. The minimum qualifications of the Safety and Health Manager shall include:

3.10.5.1 A minimum of three (3) years in developing and implementing safety and health programs at hazardous waste sites or in the hazardous waste disposal industry.

3.10.5.2 Documented experience in supervising professional and technical level personnel.

3.10.5.3 Documented experience in the development of personal protective equipment programs including air monitoring programs for working in and around potentially toxic, flammable and combustible atmospheres and confined spaces.

3.10.5.4 Working knowledge of applicable Federal, State, and local occupational safety and health regulations.

3.10.6 Certified Health Physicist (CHP)

The Contractor shall utilize a Certified Health Physicist, certified by the American Board of Health Physics to provide complete and expert health physics, radiation protection safety, and radiation risk assessment program direction and technical guidance. When working on sites where radiation is a hazard of concern, the CHP shall develop the site radiation risk evaluation and the radiation protection section of the Site Safety and Health Plan. The CHP shall conduct an initial radiation survey and recommend radiation monitoring equipment. The minimum qualifications of the CHP shall include:

3.10.6.1 A four year degree from an accredited institution in health physics, natural science or engineering.

3.10.6.2 A minimum of three (3) years experience in radiation or hazardous waste remediation and disposal industry.

3.10.6.3 Through appropriate experience or other education, special studies and training, have acquired competence in the practice of Health Physics.

3.10.7 Civil Engineer

The Project Civil Engineer is responsible for assuring that all civil and geotechnical engineering support goals specified in the Task Order are attained. The Project Civil Engineer shall have, as a minimum, the following qualifications:

3.10.7.1 A college degree in civil engineering (soil mechanics, materials or related specialty), geological engineering, or related field.

3.10.7.2 Demonstrable education and experience in geotechnical engineering.

3.10.7.3 Five (5) years experience related to investigation, design, and construction of geotechnical features with a minimum of 3 years experience being related to remedial investigations, feasibility studies, and design and construction of geotechnical features in HTRW sites.

3.10.8 Process Engineer

The project Process Engineer (chemical or environmental) is responsible for assuring that all process engineering goals specified in the Task Order are attained. The process engineer shall have, as a minimum, the following qualifications:

3.10.8.1 A college degree in chemical or environmental engineering or related field.

3.10.8.2 Demonstrable education and experience in process engineering.

3.10.8.3 Three (3) years experience related to the design, construction, or operation of process engineering related projects and a minimum of 1 year experience related to process engineering at HTRW facilities or sites.

3.10.9 Hydrogeologist

The project Hydrogeologist is responsible for assuring that all geology and groundwater related goals (including field investigations) of the Task Order are attained. The Project Hydrogeologist shall have, as a minimum, the following qualifications:

3.10.9.1 A college degree in geology, geological engineering, or related field

3.10.9.2 Demonstrable education and experience in groundwater hydrology

3.10.9.3 Three (3) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at hazardous and toxic waste (HTW) sites.

3.10.10 Site Geologist

The Site Geologist shall be on site for all drilling, sampling, and monitoring well installation activities to assure the goals of the field investigations are achieved. A Site Geologist shall be responsible for only one operating drilling rig. If additional drilling rigs are required or used, a separate Site Geologist must be assigned to each rig. Site Geologist(s) shall have, as a minimum, the following qualifications:

3.10.10.1 A college degree in geology, geological engineering, or related field.

3.10.10.2 Two (2) years experience in conducting field investigations at HTW sites.

3.10.10.3 Two (2) years experience installing groundwater monitoring wells.

3.10.10.4 Working knowledge of calibrating and operating various monitoring devices, such as PID and FID.

3.10.11 Regulatory Specialist

For each Task Order issued to the Contractor, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified in paragraph ENVIRONMENTAL REQUIREMENTS, in exact accordance with the approved statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Field Sampling Plan, and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval procedures for all manifests. The Regulatory Specialist shall have, as a minimum, the following qualifications:

3.10.11.1 A minimum of three (3) years working experience in federal, state, and local laws and regulations, and guidance associated with HTRW investigations, studies, designs, and remediations.

3.10.11.2 The capability to identify all required permits.

3.10.11.3 Specialized training in Hazardous Materials Transportation.

3.10.11.4 Requirements for D.O.T. certification.

3.10.11.5 Membership in a professional environmental organization.

3.10.12 Site Superintendent.

For each Task Order issued to the Contractor, the Contractor shall designate a Site Superintendent. The Site Superintendent shall have responsibility and authority to direct work performed under each Task Order. The Site Superintendent shall be responsible for the management and execution of all site activities in exact accordance with the approved statement of work, approved work plans, and all federal, state and local laws and regulations. The Site Superintendent shall have, as a minimum, the following qualifications:

3.10.12.1 A minimum of six (6) years site superintendent experience

3.10.12.2 A minimum of three (3) years experience on HTRW projects.

3.10.12.3 One (1) year experience working with cost reimbursable contracts on (additional experience is preferable) Task Orders which will be cost reimbursable.

3.10.13 Other Personnel

The Task Orders shall require a variety of support staff for the remedial action. Support staff such as various program/project/remediation managers, environmental engineers, chemical engineers, treatment plant operators, etc., shall have appropriate bachelors degrees or training certificates, as applicable, and at least three (3) years of experience comparable to their assigned tasks. The Contractor's staff must include Registered Professional Engineers. It is the responsibility of the Contractor to obtain the necessary staffing for the Task Orders.

3.10.14 Field Staff

All field personnel, including those listed above, shall meet the training, medical surveillance, and safety and health program requirements specified in OSHA standard 29 CFR 1910.120/29 CFR 1926.65, 29 CFR 1926.62, 29 CFR 1926.1101 and any other OSHA standards which are pertinent to the work in the Task Order. The Contractor shall ensure that all personnel involved in the performance of the work meet the above safety and health requirements and that adequate documentation is available for the Contracting Officer's review. If adequate documentation is not made available personnel shall not be allowed on-site. All field staff, both Contractor and subcontractor personnel, are responsible for understanding and complying with all requirements of the Contractor's approved Site Safety and Health Plan and other OSHA compliance plans as may be appropriate for the particular work in the Task Order.

3.11 MANAGEMENT INFORMATION SYSTEM

3.11.1 The MIS is considered critical to the success of cost reimbursable Task Orders. This MIS should integrate cost and schedule information to provide at a minimum: daily tracking of costs incurred, daily tracking of costs scheduled, projection of cost and schedules, earned value, and time phased budget and spending curves. Automated information should be remotely accessible at the work site and other locations to allow for daily cost tracking of actual labor (both on-site and home office), equipment, purchases, subcontracts, other commitments, obligations, and expenditures. This system should be able to be used as a project management tool to capture committed or obligated costs as they occur, not when reconciled at invoice.

3.11.2 As a minimum the system must have the following capabilities. All of these capabilities may not be required on every Task Order and will be required for each specifically based upon the need.

3.11.2.1 The cost tracking system shall be maintained on-site and shall provide real time ability to capture costs.

3.11.2.2 The cost tracking system shall have the ability to forecast costs.

3.11.2.3 The cost tracking system shall provide a daily report for review and approval by the Government.

3.11.2.4 The cost tracking system shall allow for active management and budgeting of task order costs, including but not limited to home office costs, direct field costs, indirect costs, subcontractor costs, equipment costs, and other project costs.

3.11.2.5 The cost tracking system shall have the ability to provide a weekly cost comparison/cost variance report. This report shall capture all committed/expended costs and shall allow the comparison of the forecasted total task order cost with the budgeted cost. It shall also show the overruns/underruns on the individual task order tasks.

3.11.3 Work Breakdown Structure.

The Contractor shall provide MIS procedures anticipated for tracking all phases of cost, from daily subcontracting, material, labor and overheads, through the phase required to invoice for cost. The daily cost tracking shall be performed in a Work Breakdown Structure (WBS) format, with various defined levels of control. The upper levels of the WBS shall be where the Contractor's costs roll-up to levels where the COR will manage costs and funding. For example, Level 1 would be the total project and Level 2 will be Engineering, Construction and Fee. The lower level of the WBS shall be where the Contractor controls costs per his own accounting system. The MIS and/or accounting system must be capable of recording and tracking costs by separate project funds in addition to work schedule items. Earned Value reporting is expanded at the upper levels of the WBS.

3.11.4 Planning and Scheduling

The planning and scheduling system shall be based on a network theory embodied in the critical path method (CPM) that

shows the time needed for each step of the project and also the steps that must be taken in a logical sequence. This should include a standard network analysis system that can be resource loaded for cost and manpower projections and earned value analysis.

3.11.5 Technical and Regulatory Reports.

The ability to track technical and regulatory reports using the MIS shall be performed the Contractor for each project, as required in the Task Order. These systems reports shall contain the following information, at a minimum: Contract number, Contractor name, project name, reporting period, scheduled completion date, actual completion date.

3.12 CONTRACTOR QUALITY CONTROL (CQC)

3.12.1 General

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organizations necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site and specific requirements shall be included in individual Task Orders.

3.12.2 Quality Control Plan

3.12.2.1 General

The Contractor shall furnish for review by the Government, not later than 20 days after receipt of notice to proceed with a Task Order, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instruction, test, records, and forms to be used. Operations will be permitted to begin only after acceptance of the QC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a QC Plan or another interim plan containing the additional features of work to be started.

3.12.2.2 During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect correction needed to Contractor activities, or that will reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on their Daily CQC Report and will also reflect on their Daily CQC Report when these items are to be completed, once completed or corrected to permit Government verification.

3.12.2.3 The Contractor's schedule system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals and all Test Plans of electrical and Mechanical Equipment or Systems that require validation testing or instructions to Government representatives.

3.12.2.4 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the Project Manager or someone higher in the Contractor's organization. Project Manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production. See also Paragraph titled "Control", below.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the

responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with the procedures as listed above.
- e. Control, verification, and acceptance testing procedures for each specific test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities shall be approved by the Contracting Officer.
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.12.2.5 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.12.2.6 Notification of Changes

After acceptance of the CQC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change and provide qualifications of proposed replacement if requested. Proposed changes are subject to acceptance by the Contracting Officer.

3.12.3 Coordination Meeting

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contractor's quality control system personnel. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractors Management and control with the Government's Quality Assurance personnel. Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the Contracting Officer or designated representative. The minutes shall become part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.12.4 Quality Control Organization

3.12.4.1 CQC System Manager

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be

on the site at all times during construction and will be employed by the Contractor, except as noted herein. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC Manager.

3.12.4.2 QC Organizational Staffing. The Contractor shall provide a QC staff which shall be at the worksite at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

3.12.4.3 QC Staff. Following are the minimum requirements for the QC staff. These minimum requirements will not necessarily assure an adequate staff to meet the QC requirements at all time during construction. The actual strength of the QC staff may vary during any specific work period to cover the needs of the work period. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.12.4.4 CQC System Manager. The CQC System Manager shall be assigned as System Manager but may have other duties such as project superintendent in addition to quality control, as determined by the Contracting Officer. The responsibilities of the CQC System Manager shall include:

- a. Review and approval of Contractor submittals.
- b. Inspection of materials and equipment received on-site to assure compliance with contract requirements.
- c. Inspection of on-site laboratory equipment to include verification of proper calibration and safety and health equipment to assure proper operation and accuracy.
- d. Inspection of Field Activities.
- e. Supervision of Quality Control testing as required by the contract documents.
- f. Authority to immediately implement changes to correct deficiencies discovered as a result of above inspections.

3.12.4.5 Supplemental Personnel. The Contractor shall provide as part of the QC organization, whenever the complexity of the work warrants, specialized personnel for the following areas: geological, hydrogeological, chemical, safety, health, health physics, electrical, mechanical, civil, structural, environmental, and architectural. These personnel shall assist and report to the CQC System Manager. Each person will be responsible for assuring the activity complies with the contract requirements for their area of specialization.

3.12.5 Control

Contractor Quality Control is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all operations, including both on-site and off-site activities, and will be keyed to the proposed work sequence. The controls shall include at least three phases to be conducted by the CQC System Manager for all definable features of work, as follows:

3.12.5.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriated activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level workmanship required in order to meet contract specifications.

3.12.5.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the Contractor and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.12.5.3 Follow-Up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.12.5.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, of work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.12.6 Tests

3.12.6.1 Testing Procedures

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.12.6.2 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, calibration, techniques, and test results at no additional costs to the Government.

3.12.6.3 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Quality Assurance Laboratory, f.o.b., at the following address:

Chemistry and Materials Quality Assurance Laboratory (CMQAL)
420 South 18th Street
Omaha, Nebraska 68102

Coordination for each specific test, exact delivery location, and dates will be made through the Contracting Officer's Representative under the task order.

3.12.7 Completion Inspection

At the completion of all work or any increment thereof established by a completion time stated in FAR Clause 52.211-10 entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.12.8 Documentation

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-Up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.12.9 Notification of Noncompliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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- 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)
- 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)
- 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)
- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.223-7001 HAZARD WARNING LABELS (DEC 1991)
- 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)
- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
- 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

SECTION L – Index of Full Text Clauses

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

52.216-1 TYPE OF CONTRACT (APR 1984)

52.228-1 BID GUARANTEE (SEP 1996)

52.233-2 SERVICE OF PROTEST (AUG 1996)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

****0001****

1. PROPOSALS. Proposals for the work described herein, will be received until 3:00 p.m., central time, 29 September 2003, at the following address:

U. S. Army Engineer District, Kansas City
757 Federal Building
601 East 12th Street
ATTN: CENWK-CT-H \vanBleisem
Kansas City, Missouri 64106-2896

NOTE: HAND-CARRIED PROPOSALS SHALL BE DELIVERED TO ROOM 757.

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2. A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD. Questions concerning the solicitation may be submitted in writing to the Contracting Officer, for consideration, at the above address until close of business on 12 September 2003.

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3. Source Selection procedures for this acquisition will be in accordance with FAR Part 15.

4. PROPOSAL FORMAT. The proposals shall be in the following format. Any additional pages provided that are not excluded from this maximum number (i.e. appendices) shall not be evaluated.

Proposal Volume	Original	Copies	Maximum Pages
Volume 1 - Business Approach, Company Experience & Past Performance	1	3	50
Volume 2 - Operational Approach and Personnel	1	3	50
Volume 3 – Operational Expertise and Management Plan	1	3	30
Volume 4 – Cost	1	3	10

a. Proposal Characteristics.

- (1) Page Limitations. Volumes 1 – 4. The total combined page limitation for Volumes 1 – 4 is one hundred and forty(140) pages for each proposal. If both sides of the page are used, it will be counted as two (2) pages. Foldout pages will be counted as two (2) pages. Volume 1 should be presented in spreadsheet or tabular format where applicable and to the extent possible. Appendices of Volumes 1 - 4 are excluded from the total combined page limitation. However, appendices excluded from the page limitation should be limited in size and provide information in a clear and concise manner. Pages of Volumes 1 - 4 should be numbered in two ways. First, number sequentially from 1 - 140 in the lower right hand corner of the page. Secondly, each individual volume should have pages numbered in the lower left hand corner starting with the volume number then the page number of that volume, for example 2-7.

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Page Limitation Exclusions:

- Table of contents, list of tables, figures, appendices and acronyms.
- Appendices to Volumes 1 - 4
- SF33
- Certifications and Representations (Section K)
- Certified copy of contractual agreements.
- Offer Guarantee
- Past Performance evaluations submitted by clients

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- (2) All volumes are to consist of single spaced typewritten pages using a font no less than 11 point. A minimum binding edge margin of 0.75 inches shall be used. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a “make it fit” software capability, however, all text must be legible and easily read. If text is not legible, that portion of the proposal shall not be evaluated. The page size of the offeror’s proposal shall not exceed 8-1/2 inch by 11 inch. When included, foldout pages shall fold entirely within the volume and shall only be used for graphic representations. Each volume shall be contained within a “Slant D” or similar 3-ring binder (no heat or spiral bound volumes). The original copy shall be stamped “Original” on the cover of each original volume.
- (3) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime and subcontractor, if appropriate, on the cover. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, and List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The offeror’s name, address, signature, and telephone number shall appear on any document to be evaluated.
- (4) No material shall be incorporated by reference. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner which will provide clarity, organization and cross referencing as required.

5. PROPOSAL CONTENT. The Government intends to make the award selection without discussions. However, the government may determine that discussions are necessary. The term “offeror” as used in the proposal refers to the prime contractor. The proposal must be complete and contain the offerors’ most favorable terms. The proposal shall address and contain the information listed below. The information will be used by the Source Selection Board to evaluate and rate each proposal. Offerors are advised that conciseness and relevance of the proposal is important and unrelated information that is not pertinent may reduce evaluation scores. Proposals that provide only superficial coverage of the information required below may be excluded from the competitive range, if established. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be “unacceptable” and thus ineligible for award.

6. VOLUME 1 – FACTOR 1 - ORGANIZATIONAL APPROACH, COMPANY EXPERIENCE AND PAST PERFORMANCE

SUBFACTOR 1A

COMPANY EXPERIENCE. The project team organization (hereafter referred to as TEAM) shall submit up to ten (10) examples of projects that present the TEAM’s HTRW experience in firm-fixed and cost reimbursable construction, service and other relevant types of contracts. A project will be defined as a cost reimbursable or fixed price contract or task order that is at least 80% physically complete or a project where work has been ongoing for more than 18 months. For projects that are 100% complete, work shall have been completed within the past 3 years (for service contracts) or 6 years (for construction contracts) from the date of this Request for Proposal. During the evaluation process, projects located within the geographic areas covered by this solicitation, especially USEPA Region 2 Superfund site projects and experience as the prime contractor will be rated more favorably. Proposals that demonstrate all of these characteristics will be rated most favorably. It is anticipated that the majority of the work pursuant to this solicitation will be performed within the boundaries of USEPA Region 2.

The TEAM should provide experience using varying cleanup technologies (working in residential areas requiring relocation of residents will be rated more favorably). Experience with federal, state and local regulators should also be noted. At the TEAM’s discretion, other projects with related experience may be provided to supplement each project example. Projects may be presented in spreadsheet, or tabular format.

The following general information shall be provided for each of the 10 projects:

- Name of Client
- Contract Number
- Type of Contract (i.e. fixed price, cost reimbursable, or other – specify)
- Contract amount
- Description of work
- Period of Contract Performance

- TEAM's role in the execution of that project (e.g. prime/subcontractor)
- Percentage of the work that the TEAM member performed (as the prime contractor for the project), and
- Percentage of the work that the TEAM member subcontracted.
- Name, address, and telephone number of the customer (confidential clients are not acceptable)

SUBFACTOR 1B

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ORGANIZATIONAL APPROACH. Describe your organizational approach and whether you anticipate the use of your own resources exclusively, a joint venture, a teaming arrangement or other subcontract arrangement. Submit the actual organizational charts for the prime and the TEAM. Provide mailing addresses and office locations of the corporate headquarters, regional offices and other offices for each team member clearly identifying each office and its function (a USEPA Region 2 presence will be rated more favorably). The organizational chart shall clearly indicate reporting lines within the project organizational structure. Indicate how the proposed project organization team, prime and team subcontractors, (TEAM) will function under this contract relative to your home office organization and other TEAM firms. Personnel on the organizational chart shall be identified by name, discipline, task area and firm office. Summarize the number of home and branch office personnel for each TEAM members by discipline or trade (clearly showing how many team members are with each organization), showing a work force that is capable of providing sufficient personnel to perform the work required by this contract.

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It is important that all contractual arrangements include small, small disadvantaged, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and historically black college and university participation as practicable. The goal of the Government is to place emphasis on enhancing the development of small, small disadvantaged, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and historically black college and universities regardless of the type of organizational approach or reporting requirement. If these agreements are not in place, provide information on how they will be implemented. If these agreements are in place, provide a certified copy of the contractual agreement(s) as an appendix to this volume. A certified copy is defined as a copy of a document or record, signed and certified as a true copy by the officer to whose custody the original is entrusted.

For the project TEAM submit the following information:

- What entity has overall authority over the contract?
- What entity will be managing the contract?
- What type of contractual agreements does your firm anticipate using (i.e., fixed-price, cost-reimbursable)?
- How many years of previous experience with each firm?
- Description of past contractual arrangement with each firm.

JOINT VENTURES shall submit the following additional documentation regarding their business entities:

- a certified copy of their Joint Venture agreement; and
- a detailed statement outlining the following in terms of percentages, where appropriate:
 - The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
 - The bonding responsibilities of the joint venture parties.
 - The identity of key personnel having authority to legally bind the joint venture to subcontracts and who will provide or contract for the labor and materials for the joint venture.
 - The identity of personnel who will maintain the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, who will keep the books and records, and pay applicable taxes for the joint venture.
 - The identity of persons who will furnish the facilities, such as office space, supplies, and telephone service.
 - The identification of the personnel who have overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key employees are employed by the joint venture, or are employed by one of the individual joint venture parties. If the latter, state which of the joint venture parties is the employer.

SUBFACTOR 1C

PAST PERFORMANCE. Provide a performance evaluation for each of the projects described in **Company Experience** above. In addition, the offeror shall provide a performance evaluation for its five (5) most recent projects over \$1,000,000 that are 80-100% physically complete. For any projects that satisfy both criteria, only one performance evaluation is required. The offeror shall make all efforts to ensure the maximum number of performance evaluations is submitted for consideration. The survey and its contents shall not be modified and modification may result in those surveys being disqualified from the evaluation process.

A Performance Evaluation, which may be found in Section J, must be completed by personnel for whom work has been performed. The TEAM must provide these Company Performance Evaluations to the one person who was the TEAM's main point of contact or the person who had regular contact with the TEAM while the project work was being conducted. An individual may only fill out one Company Performance Evaluation.

Once completed, these evaluations must be sent directly to the address in Section L, paragraph titled "Proposals". The TEAM shall not review these Company Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that the Government will hold their names confidential. The Government should receive these evaluations no later than the date the offeror's original proposal is due. In addition, the offeror will provide the following information in the proposal about these ten projects:

- Title of project
- Contract Number
- Location of project
- Date of contract execution
- Individual's name and phone number who is performing survey

The following items will be evaluated for Company Past Performance in the evaluations to be received:

SUBFACTOR 1Ca: Quality of Product or Service.
SUBFACTOR 1Cb: Timeliness of Performance
SUBFACTOR 1Cc: Cost Control
SUBFACTOR 1Cd: Customer Satisfaction

If the offeror has no record of past performance or for whom information on past performance is not available, the proposal will not be evaluated favorably or unfavorably on past performance.

Additionally, the government may use any of the following for evaluation as well as other than those identified by the offeror: the Architect-Engineer Contract Administration Support System (ACASS), Construction Contract Administration Support System (CCASS), Past Performance Information Management System (PPIMS) and Service Contract Administration Support System (SCASS).

7. VOLUME 2 – FACTOR 2 - OPERATIONAL APPROACH AND PERSONNEL

SUBFACTOR 2A

PERSONNEL EXPERIENCE. Submit resumes for key personnel (including dual assignments) for the TEAM. Resumes are limited to two (2) pages each. Key personnel will include, but is not limited to; those identified in Section C, paragraph titled "Contractor Personnel and Qualifications". Personnel designated as key are those in supervisory, technical review, or other roles in which they oversee or review the work of their discipline. The resumes are to follow the example given in Section J. The resumes of the project team members should clearly show proposed job title, education and dates thereof; special qualifications worth noting; and complete experience record showing title and specific duties, responsibilities, and assignments by years, beginning with the present and working backwards. Clearly indicate the experience personnel have working on HTRW projects located within the geographic areas covered by this solicitation, (work experience in EPA Region 2 and experience on Superfund sites will be rated more favorably). Indicate fully the responsibilities of key personnel in connection with any of the projects listed in the "Company Experience" section. It is more favorable to have personnel proposed who have experience with the

prime contractor. Indicate the experience of key personnel on fixed price and cost reimbursable contracts. Dealings with Federal and State regulatory agencies, political and civic organizations at local and state level; public utilities such as railroad, electricity and Authorities – e.g. Sports and Port & Bridge Authorities should be discussed. Such dealings should reflect individual's resourcefulness in achieving the project objectives. Only information relating to an individual's experience and ability to perform on this is desired. Do not furnish information on unrelated experience or on the individual's social, civic, or fraternal activities.

SUBFACTOR 2B

RESOURCE BALANCING AND MANAGEMENT INFORMATION SYSTEM (MIS). MIS requirements that shall be specifically negotiated on a Task Order basis are detailed in Section C of this solicitation. Requested information that the offeror shall submit includes:

- ☐ Description of how cost control, including subcontractor costs, is achieved with the MIS for both fixed-price and cost-reimbursement contracts. The offeror's use of Earned Value should be demonstrated.
- ☐ Description of the offeror's MIS capabilities and experience regarding project planning, cost tracking, manpower projections, material and equipment tracking, cost estimating and budgeting.

SUBFACTOR 2C

ABILITY TO RESPOND AND MOBILIZE. Provide information to describe how the offeror would cost effectively and rapidly mobilize to the geographical areas covered under this contract (mobilization to EPA Region 2 will be rated more favorably). Discuss the impact of the TEAM's other current and proposed workload on this contract and the ability to respond if the offeror is awarded a contract.

SUBFACTOR 2D

PERSONNEL AND MATERIAL MANAGEMENT. Submit the offeror's practices in the following three areas:

- (1) Recruitment and Staffing - Describe the offeror's methods for obtaining and retaining an adequate work force to perform the contract initially and during the entire performance period. This shall include methods of accommodating normal fluctuating workloads in order to maintain an experienced work force.
- (2) Training - Describe the types and extent of training that will be utilized to preserve effectiveness of your organization.
- (3) Purchasing - Describe the offeror's purchasing system and procedures for acquisition and control of equipment, supplies, material, and labor resources. Discuss how competition and best value will be achieved. Discuss if the offeror's purchasing system is approved by the Government, if so by which agency and contract.

8. VOLUME 3 – FACTOR 3 - OPERATIONAL EXPERTISE AND MANAGEMENT PLAN.

SUBFACTOR 3A

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SAFETY AND HEALTH. Safety and Health requirements for task orders awarded under this solicitation are specified in Section C. Requested information the offeror shall submit in the proposal includes:

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SUBFACTOR 3Aa. Safety and Health Program Planning

- (1) Table of Contents for the Corporate Safety and Health Program, including a list of standard operating procedures.
- (2) Sample Site Safety and Health Plan. One (1) of the offeror's existing Site Safety and Health Plans (SSHP) prepared within the last 3 years for a Hazardous Waste Project. This plan shall be provided as an appendix to Volume 3.

SUBFACTOR 3Ab. Accident Summary. The following information is required for the prime contractor. The required data in (1) and (3) below should reflect SIC Code 8744(OR NAICS CODE 562910).

- (1) A copy of the corporate OSHA 200 and/or 200-S for the last three calendar years.
- (2) A summary of accidents that occurred within the last three calendar years, which resulted in property, damage over \$2,500 or permanent disability or death.
- (3) Current Experience Modification Rate, Lost Work Day Calculations and Recordable Rate.

SUBFACTOR 3B

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CHEMICAL QUALITY MANAGEMENT. Chemical Quality Management requirements for task orders awarded under this solicitation are specified in Section C.

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SUBFACTOR 3Ba. Sampling and Analysis Plan. The offeror shall submit a Sampling and Analysis Plan (SAP) for a remedial action or an investigation of contaminated groundwater. The SAP must be for an actual project, prepared within the last 3 years; no fictitious project plans will be accepted. The information provided should be on projects for which the offeror has been the prime contractor. The SAP shall be provided as an Appendix to Volume 3 and only the original and one copy shall be provided.

SUBFACTOR 3Bb. Standard Operating Procedures. Standard Operating Procedures (SOPs) for sampling hazardous waste in the following matrices shall be provided: Ground Water, Drums, Lagoons, Subsurface Soils, Sediments, and Air. The SOPs shall be provided as an Appendix to Volume 3, and only the original and one copy shall be provided.

SUBFACTOR 3C

MANAGEMENT PLAN. The offeror shall provide a Management Plan indicating how the work shall be controlled and describe the program management organization proposed. The organization description shall include the project management procedures that shall be applied to ensure successful completion of site-specific work requirements to include Quality Control requirements (as specified in Section C). Describe your plan for administering subcontracts and explain how these activities will be integrated and coordinated with other construction activities including those performed by your own forces. The offeror shall describe the responsibilities and authorities granted to key personnel in the organization.

9. VOLUME 4 – FACTOR 4 - COST. The offeror shall submit, in Volume 4, the cost information described below. The offeror shall not make reference to other Volumes for cost information. When preparing the cost portion of your proposal, use actual indirect rates for Subfactor 4A. Do not use any projected rates. Your indirect rates should be supportable, upon request by your company's books and records. Use of estimated, forward pricing, or capped rates is not acceptable. Proposals with estimated or capped rates will **not** be considered for award. All cost information will be subject to audit by the Defense Contract Audit Agency.

Volume 4 will contain the following four (4) cost subfactors:

- **Subfactor 4A – OVERHEAD COST ANALYSIS.** Computes the average overhead and G&A cost per expended direct dollar. The remainder of the computation (overhead allocable to Subfactors 4B and 4C) fills out automatically by completion of 4A, 4B and 4C and is used for the overhead and G&A cost in Subfactor 4D.
- **Subfactor 4B – AVERAGE DIRECT LABOR HOURLY RATE.** Computes the average direct labor rate.
- **Subfactor 4C – KEY PERSONNEL LABOR RATES.** Computes the average key personnel labor rate.
- **Subfactor 4D – OVERALL COST FACTOR.** Will be filled in automatically by the completion of Subfactors 4A through 4C. This rate will be considered by the cost evaluation team as the average cost of doing business with your company.

Subfactors 4A through 4C will also be considered with respect to their deviation from the "norm." The "norm" will be established by the cost evaluation team based on current market trends and cost data received from all offerors. **Subfactor 4D will be the most important factor.**

NOTE: Each proposal must contain the data for Volume 4 in hard copy. The solicitation file identified as COST.XLS must be completed and submitted with Volume 4 in hard copy AND electronic format.

SUBFACTOR 4A

OVERHEAD COST ANALYSIS. The following table shall be completed and submitted by the offeror.

Average Overhead and G&A Costs Per Expended Direct Dollar (Note 1)							
Please follow all instructions in the explanatory notes below.							
		Overhead	Overhead	G&A	G&A	Total	
	Base	Rate	Amount	Rate	Amount	Overhead and	Note
	Note 2	Note 3		Note 3		G&A Amount	
Home Office Direct Labor Costs	\$ 200,000					\$	
Field Office Direct Labor Costs	\$ 200,000					\$	
Material Costs	\$ 200,000					\$	
Subcontract Costs	\$ 200,000					\$	
Other Direct Costs (Note 4)	\$ 200,000					\$	
Totals	\$ 1,000,000					\$	
Total Direct Costs						\$ 1,000,000	
Average Overhead and G&A Costs Per Expended Direct Dollar							\$
Average Direct Labor Hourly Rate (from Subfactor 4B)							\$
Key Personnel Average Labor Rate (from Subfactor 4C)							\$
Total Subfactors 4B and 4C							\$
Average Overhead and G&A Costs Allocable to Subfactors 4B and 4C							\$
Note 1: The purpose of this worksheet is to compute the average overhead and G&A cost per expended direct dollar and apply this average cost to factors 4B and 4C to compute an estimate of average overhead and G&A allocable to direct costs.							
Note 2: Do not change this column. Apply your overhead and G&A rates to these exact amounts.							
Note 3: For all rates use the simple average of the most recent 3 fiscal years. If 3 fiscal years of history is not available, use 2 years or 1 year. Identify all rates you are applying to the base. For example, if you apply fringe and a separate labor overhead to field office labor, provide the rates used, provide a breakdown of the rates used with a note reference in the far right column.							
Note 4: Please identify the major items included in Other Direct Costs with a note reference in the far right column. In other words, identify any costs other than material, labor, and subcontracts that your company charges direct to contracts. If none, so state in a note.							

SUBFACTOR 4B

AVERAGE DIRECT LABOR HOURLY RATE. The offeror shall compute average hourly direct labor rate for the twelve-month period ended 6/30/03 by dividing to direct labor charged to all contracts by total direct labor hours (note: do **not** include any fringe or overhead costs in the computation). Use the following table to compute rate:

Average Direct Labor Hourly Rate				
Total Direct Labor Costs				
Total Direct Labor Hours				
Average Direct Labor Hourly Rate	\$			
Note 1: Compute your average hourly direct labor rate for the twelve month period ended 6/30/03 by dividing the direct labor costs charged to all contracts by total direct labor hours using the above table.				
Note: Do not include any fringe or overhead costs in this computation.				

SUBFACTOR 4C

KEY PERSONNEL LABOR RATES. Provide raw (i.e., do not include any fringe or overhead costs; only the hourly labor rate) hourly labor rates for the 12 labor categories for which you submitted resumes in the following table (**NOTE: To compute hourly rate for salaried employees, divide annual salary by 2,080 hours.**):

Average Labor Hourly Rate			
	Hourly Labor Rate		
Program Manager			
Project Manager			
Site Safety and Health Officer (SSHO)			
Contractor Quality Control (CQC) System Manager			
Safety and Health Manager			
Certified Health Physicist (CHP)			
Civil Engineer			
Process Engineer			
Hydrogeologist			
Site Geologist			
Regulatory Specialist			
Site Superintendent			
Total	\$		
Average Labor Rate (Total / 12)	\$		
Note: Provide hourly labor rates for the 12 labor categories for which you submitted resumes in the above table. To compute hourly rate for salaried employees, divide annual salary by 2,080 hours.			
Note: Do not include any fringe or overhead costs in this computation.			

SUBFACTOR 4D

OVERALL COST FACTOR. This table will fill in automatically from the previous data.

Weighted Average Cost Computation			
	Average Cost	Weight	Weighted Avg. Cost
NOTE			
Weighted Average Indirect Cost (Subfactor 4A)	\$	50%	\$
Weighted Average Direct Labor Cost (Subfactor 4B)	\$	45%	\$
Weighted Average Key Personnel Cost (Subfactor 4C)		5%	\$
Total Weighted Average Cost			\$
NOTE: Do not alter these weights. We have determined that these subfactors are representative of typical overhead (subfactor 4A), direct, (subfactor 4B), and field office overhead (subfactor 4C) costs that will be experienced during this contract. We have estimated that overhead will comprise 50% of the total costs, direct costs will comprise 45% of the total costs, and field office overhead will comprise 5% of the total costs.			

Additional Information

The following required information shall also be provided in Volume 4, but is not evaluated as part of cost, and is only required for the prime contractor.

- (1) The Offer (the SF33) duly executed with an original signature by an official authorized to bind the company.
- (2) Acknowledgment of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).
- (3) The completed Section K of the solicitation (i.e., Representations, Certifications, and Other Statements of Offerors).

- (4) The name, location and telephone number of your bonding company and your present bonding capacity.
- (5) NWK 00010-001 Field Office Overhead (Jul 2002).

10. AVAILABILITY OF SPECIFICATIONS (EFARS 53.2/9000-1(a)).

Specifications will be available electronically only from the following web site:

<http://nwk-ebs.nwk.usace.army.mil/ebs/advertisedsolicitations.asp>

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11. Minimum Proposal Acceptance Period – See SF33, Block 12. The Government requires a minimum acceptance period of 365 calendar days from date of proposal submission. Bidders may specify a longer acceptance period than the Government's minimum requirement on the Standard Form 33, Block 12. However, Block 12 of the SF 33 must not state a period of time less than 365 calendar days. The offeror shall ensure validity of the bid guarantee for the entire proposal acceptance period or until contract award, whichever is earlier. "Acceptance period" means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals. A proposal failing to provide a bid guarantee or allowing less than the Government's minimum acceptance period will be rejected.

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SECTION M

EVALUATION FACTORS FOR AWARD

1. FORMAL SOURCE SELECTION

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures delineated in Federal Acquisition Regulation Part 15. The principal objective of this process is to make a contract award to the responsible offeror whose proposal is determined by the Source Selection Authority (SSA) to be overall most advantageous to the Government, price and other factors considered. This is known as the “Tradeoff process” in the “Best Value Continuum”. The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible offers received in response to this particular solicitation.

a. Source Selection Organization.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA), a Source Selection Advisory Council (SSAC), and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate technical evaluation and cost evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, cost analysis, small business, and other functional staff management expertise.

b. Source Selection Procedure.

- (1) The source selection procedures will begin with an initial review of proposals and continue with a technical and cost evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in the paragraphs below. The results of the SSEB evaluations will be presented to the SSAC. The SSAC will perform a comparative analysis and present their finding to the SSA. The SSA will rank the proposals based on the best value to the Government, price and other factors considered. The SSA will either make the final source selection decision or determine that communications with offerors are necessary prior to competitive range determination. The Government intends to award without discussions.
- (2) After any necessary communications with offerors, negotiations will be conducted with offerors in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final ratings will be presented to the SSAC. The SSAC will perform a comparative analysis of the final proposals and present their findings to the SSA. The SSA will then rank the proposals based on the best value to the government, price and other factors considered. The SSA shall make the final source selection decision.

c. The Government will award the contracts resulting from this solicitation to the firms selected in accordance with the procedures described earlier in this paragraph. The Government may elect to finalize the Contract Management Procedures, identified in Section J, after award. If the Government elects to accomplish this effort prior to award and a final agreement cannot be reached on the procedures, no contract may be awarded to that firm. If this situation occurs, the Government may proceed through the award process with the next offer determined by the SSA to be most advantageous to the Government, price and other factors considered (trade off process). The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

d. Up to four contracts will be awarded from this solicitation.

2. BASIS FOR AWARD

The Government intends to make award to the responsible offeror, without discussions, whose proposal conforms to the solicitation and is determined to be most advantageous to the Government in accordance with the following relationship between price/cost and technical merit, also known as the Trade Off Process of the Best Value Continuum.

3. EVALUATION FACTORS:

The following three evaluation factors are listed in descending order of importance. All factors will be evaluated on the completeness, conciseness, and relevance of information provided.

FACTOR 1 - Volume 1: Business Approach, Company Experience & Past Performance

Subfactor 1A: Company Experience

Subfactor 1B: Organizational Approach

Subfactor 1C: Past Performance

- a. Quality of Product or Service
- b. Timeliness of Performance
- c. Cost Control
- d. Customer Satisfaction

FACTOR 2 – Volume 2: Operational Approach and Personnel

Subfactor 2A: Personnel Experience

Subfactor 2B: Resource Balancing and MIS

Subfactor 2C: Ability to Respond and Mobilize

Subfactor 2D: Personnel and Material Management

FACTOR 3 – Volume 3: Operational Expertise and Management Plan

Subfactor 3A: Safety & Health

- a. Safety and Health Program and Planning
- b. Accident Summary

Subfactor 3B: Chemical Quality Management

- a. Sampling and Analysis Plan
- b. Standard Operating Procedures

Subfactor 3C: Management Plan

The following will not be point scored, but subjectively evaluated:

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FACTOR 4 – Volume 4: Cost

Subfactor 4A: Overhead Cost Analysis

Subfactor 4B: Average Direct Labor Hourly Rate

Subfactor 4C: Key Personnel Labor Rates

Subfactor 4D: Overall Cost Factor

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4. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA

Evaluation factors are listed in descending order of importance.

Factor 1 (Volume 1) is the most important factor. Within Factor 1, Subfactors 1A is the most important subfactor, and 1B, and 1C are of equal importance.

Factor 2 (Volume 2) is the second most important factor. Within Factor 2, Subfactor 2A is significantly more important than Subfactors 2B and 2C, and 2D, which are equal.

Factor 3 (Volume 3) is the third most important factor. Within Factor 3, Subfactors 3A, 3B, and 3C are listed in equal order of importance.

5. RELATIVE WEIGHT OF COST EVALUATION CRITERIA

****0002****

- a. Subfactors 4A through 4C will be considered with respect to their deviation from the “norm.” The “norm” will be established by the cost evaluation team based on current market trends and cost data received from all offerors. Subfactor 4D will be the most important factor.

****0002****

- b. The technical evaluation factors, when combined, are significantly more important than cost or price.

The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the award determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the award determination. The Government is more concerned

with obtaining superior technical, management, quality, and/or past performance features than with making an award at the lowest overall price/cost to the Government.

c. Since the evaluation of the cost realism worksheets will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, noncurrent cost or pricing information and/or cost or pricing data.

6. PAST PERFORMANCE/QUALITY AND EXPERIENCE

a. In the course of evaluating offerors' proposals, the Source Selection Organization may contact references submitted by the offeror. The Organization may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offeror's overall past performance.

b. At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.

c. If offerors have not had a chance to comment on past performance evaluations by others (which will be ascertained by the Organization during the reference checks), the information will be treated as unconfirmed. In accordance with the Federal Acquisition Regulation 15.305 and in the evaluation of Past Performance, an offeror's lack of past performance history, lack of relevant past performance history, or lack of current past performance history will be evaluated as having no positive or negative evaluative significance. Therefore, offerors will receive a "neutral" rating and will not be evaluated either favorably or unfavorably.

d. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

e. During the evaluation, the following facets will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems the effectiveness of corrective actions taken.

f. Contractor's experience is reflective of WHETHER contractors have performed similar work before. Past performance describes HOW WELL contractors performed the work.

7. JOINT VENTURE DATA EVALUATION

The Joint Venture information to be provided, if required, under Subfactor 1A may be used to evaluate the overall risk to the government.

8. DEBRIEFING

a. In accordance with FAR 15.505, Preaward Debriefing of Offerors, and FAR 15.506, Postaward Debriefing of Offerors, the offeror should be aware of the following:

(1) PREAWARD DEBRIEFING OF OFFERORS- FAR 15.505

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the contracting officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The contracting officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the contracting officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the contracting officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the contracting officer.

(d) The contracting officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(e) At a minimum, preaward debriefings shall include--

(1) The agency's evaluation of significant elements in the offeror's proposal;

(2) A summary of the rationale for eliminating the offeror from the competition; and

(3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

(f) Preaward debriefings shall not disclose--

(1) The number of offerors;

(2) The identity of other offerors;

(3) The content of other offerors proposals;

(4) The ranking of other offerors;

(5) The evaluation of other offerors; or

(6) Any of the information prohibited in 15.506(e).

(g) An official summary of the debriefing shall be included in the contract file.

(2) POSTAWARD DEBRIEFING OF OFFERORS - FAR 15.506

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could

affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the contracting officer.

(c) The contracting officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(d) At a minimum, the debriefing information shall include--

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

(2) The overall evaluated cost or price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.